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a chattel mortgage while the property was in the custody of the sheriff, under a levy made after advertisement of the mortgage sale, is held, in *Fulghum v. J. P. Williams Co.* (Ga.) 1 L. R. A. (N. S.) 1055, to be void and ineffectual.

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**Mortgages—Foreclosure—Rights of Trespassers.**—The right of a purchaser at a foreclosure sale to the income of the property before the title becomes perfect in him is denied in *Schaeppi v. Bartholomae* (Ill.) 1 L. R. A. (N. S.) 1079, notwithstanding a stipulation in the mortgage that, in case of foreclosure, "a receiver shall be appointed to collect the income, which shall be paid to the person entitled to a deed under the certificate of sale."

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**Municipal Corporations—Liability for Negligence.**—The distinction between private and public functions of a municipality is considered in *Dickinson v. Boston* (Mass.) 1 L. R. A. (N. S.) 664, which denies municipal liability for negligence of the city superintendent of the lamp department in respect to an unsafe lamp-post.

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**Trade Names—Unfair Competition.**—A limitation upon the right of one to use his own name in his own business is declared in *Morton v. Morton* (Cal.) 1 L. R. A. (N. S.) 660, holding that one who had established a business under a particular name, which he placed on the hats of his agents to inform customers that they were his representatives, could enjoin another of the same name, engaged in the same business, from using such name as a hat label in substantially the same way as the former, so as to deceive the public.

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**Brewing Companies—Liability.**—A company manufacturing and bottling a beverage is held, in *Watson v. Augusta Brewing Co.* (Ga.) 1 L. R. A. (N. S.) 1178, to be liable to one injured by swallowing pieces of glass while drinking from one of such bottles, which he procured from a merchant, who had purchased the same from the manufacturer.

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**Specific Performance—Illegal Contracts.**—An exception to the rule that equity will not specifically enforce, as between parties in *pari delicto*, a contract which is opposed to public policy, is applied in *Seattle Electric Co. v. Snoqualmie Falls P. Co.* (Wash.) 1 L. R. A. (N. S.) 1032, by restraining the breach of a contract to furnish a supply of electricity to a street car and electric lighting company upon the ground that such breach would result in a great public inconvenience.

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**Physicians and Surgeons—Privileged Communication.**—A waiver with respect to confidential disclosures made to a physician by insured concerning his last sickness is held, in *Western Travelers'*

**Acci. Asso. v. Munson** (Neb.) 1 L. R. A. (N. S.) 1068, to have been effected by a stipulation in a contract of life insurance to the effect that proofs of death shall consist in part of the affidavit of the attending physician, which shall state the cause of his death, and such other information as may be required by the insurer.

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**Death by Wrongful Act—Damages—Evidence.**—Evidence of earnings of persons proficient in trade is held, in *Central Foundry Co. v. Bennett* (Ala.) 1 L. R. A. (N. S.) 1150, not admissible upon the question of damages for negligently killing an apprentice.

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**Executors and Administrators—Assets—Action for Death.**—A right of action for negligently killing a person is held, in *Jordan v. Chicago & N. W. R. Co.* (Wis.) 1 L. R. A. (N. S.) 885, to be an asset of his estate sufficient to warrant appointment of an administrator.

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**Implied Contracts—Services by Members of Family.**—A woman taking her brother into her home, and, without benefit to herself, nursing and performing other menial services for him during his last illness, is held, in *Mark v. Boardman* (Ky.) 1 L. R. A. (N. S.) 819, to be entitled to an allowance of their value out of his estate, although there was no express contract that payment should be made.

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**Railroads—Fires.**—A railroad company is held, in *Cincinnati, N. O. & T. P. R. Co. v. South Fork Coal Co.* (C. C. A. 6th C.) 1 L. R. A. (N. S.) 533, to be liable for setting fire to lumber stacked with its consent on its right of way at the place usually occupied by lumber awaiting transportation, although the lumber in question had not been delivered to it for that purpose.

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**Threshing Machines—Fires.**—The owner of a threshing-machine engine is held, in *Martin v. McCrary* (Tenn.) 1 L. R. A. (N. S.) 530, not to have fulfilled his duty to guard against fires by merely adopting a spark arrester in general use, where he had been in the habit of using an additional spark arrester which he had allowed to become out of order at the time the fire occurred.

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**Fire Escapes—Official Approval.**—The effect of an official certificate of approval of fire escapes is held, in *Bonbright v. Schoettler* (C. C. A. 3d C.) 1 L. R. A. (N. S.) 1091, to be conclusive in favor of the property owner, as against civil liability to a person injured on account of alleged defects in them.

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**Forgery—What Constitutes.**—Uttering a letter with a forged signature for the purpose of falsely representing the bearer to be a friend of the writer, and giving him standing with persons to whom it may